

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30.				1. REQUISITION NUMBER		PAGES 1 OF (1) PAGE(S)	
2. CONTRACT NO. GS-02F-0032K		3. AWARD/EFFECTIVE DATE 02/22/2016		4. ORDER NUMBER GSH1416AA0084		5. SOLICITATION NUMBER RFQID14160024	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Katasha White		b. TELEPHONE NUMBER (No Collect Calls) 202-357-9678		6. SOLICITATION ISSUE DATE 12/16/2015	
9. ISSUED BY GSA Region 14 Katasha G White 1800 F Street Washington, DC 20407-0001 United States 202-357-9678		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIC: 611430 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED Destination <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS NET 30 DAYS / 3.500 % 10 DAYS / 0.00 % 0 DAYS	
15. DELIVER TO John Andre 280 South 1st Street, Suite 251 San Jose, CA 95113 United States (408) 535-5313		16. ADMINISTERED BY Katasha G White 202-357-9678					
17a. CONTRACTOR/ OFFEROR Pat Shields NPI, INC. 326 ADMIRAL WAY STE 200 EDMONDS, WA 980207261 United States 425-776-0414		18a. PAYMENT WILL BE MADE BY General Services Administration (FUND) The contractor shall follow the invoice instructions identified within the award documentation.					
17b. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED					
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ITEM NO.	TASK ITEM DESCRIPTION				PREVIOUS MOD AMT	MOD CHANGE AMT	NEW MOD AMT
0001	FAC-C Training Courses and Electives Mandatory Tasks (optional tasks added as required)				\$0.00	\$763,598.00	\$763,598.00
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$763,598.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ATTACHED.							
28. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. <input type="checkbox"/> CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATE 2/22/2016. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Katasha G White			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Katasha G White 202-357-9678		31c. DATE SIGNED 2/20/2016	
32a. QUANTITY IN COLUMN 21 HAS BEEN				32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	

		John Andre	
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 202-538-9072	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE john.andre@gsa.gov	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT
37. CHECK NUMBER		38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER GSA Finance Customer Support 816-926-7287		41c. DATE	
		42a. RECEIVED BY <i>(Print)</i>	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS
AUTHORIZED FOR LOCAL REPRODUCTION		SEE REVERSE SIDE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT	STANDARD FORM 1449 (REV. 4-2002) Prescribed by GSA - FAR (48 CFR) 53.212

PURCHASE ORDER TERMS AND CONDITIONS

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

PACKING LIST

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate (1) Name and address of consignor; (2) Name and address of consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).
(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include; (1) Cardholder name and telephone number and (2) the term "Credit Card."

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if – (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

PROMPT PAYMENT

Prompt Payment clause 52.232-25 is incorporated in this contract by reference. The clause contains information on payment due date, invoice requirements, constructive acceptance and interest penalties. Certain portions of the clause regarding payment due date, invoice requirements, and constructive acceptance have been Extracted for your convenience. All days referred to in the extracts below are calendar days.

- (a) (1) The due date for making invoice payments by the designated payment office shall be the later of the following two events:
(i) The 30th day after the designated billing office has received a proper invoice from the Contractor...
(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor...
(a) (3) The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in (a)(3)(i) through (a)(3)(iii)... If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice... Untimely notification will be taken into account in computing any interest penalty owed the Contractor.
(i) Name and address of the Contractor.
(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
(iv) Description, quantity, unit of measure, unit price, and extended price

NOTE: Invoices must include the ACT number (block 4) and shall be submitted in an original only, unless otherwise specified to the billing office designated in block 24 to receive invoices. The "remit to" address must correspond to the remittance address in block 12.

(a) (5) (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in block 20) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision.

YEAR 2000 COMPLIANCE FOR INFORMATION TECHNOLOGY (IT)

IT being acquired under this contract shall accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, into and between the 20th and 21st centuries, and the years 1999 and 2000 and leap year calculations to the extent that other IT, used in combination with the IT being acquired, properly exchanges date/time data with it

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://web.deskbook.osd.mil>

FEDERAL ACQUISITION REGULATION (48 CFR CH1) CLAUSES

Applicable to purchase orders for supplies or services:

52.222-41 SERVICE CONTRACT ACT AS AMENDED (MAY 1989)

The GSA Form 2166, Service Contract Act of 1965 and Statement of Equivalent Rates for Federal Hires is attached hereto and made a part hereof.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

(52.222-41 and 52.222-42 apply to service contracts when the amount exceeds \$2,500.00).

52.203-3 GRATUITIES (APR 84)

52.212-9 VARIATION IN QUANTITY (APR 84) (The permissible variations are stated in the schedule)

52.222-3 CONVICT LABOR (AUG 96)

52.222-26 EQUAL OPPORTUNITY (FEB 99) (Applies when amount exceeds \$10,000.)

52.222-35 -- AFFIRMATIVE ACTION FOR DISABLE VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (Applies when amount exceeds \$10,000.)

52.222-36 -- AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applies when amount exceeds \$2,500.)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) (Applies whenever Clause 52.222-35 is included.)

52.223-6 DRUG FREE WORKPLACE (JAN 97) (Applies if contract is awarded to an individual.)

52.225-3 BUY AMERICAN ACT - SUPPLIES (FEB 00)

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 00)

52.232-25 PROMPT PAYMENT (JUN 97)

52.233-1 DISPUTES (DEC 98)

52.233-3 PROTEST AFTER AWARD (AUG 96)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 84)

52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 84)

Applicable to purchase orders for supplies:

52.222-20 WALSH-HEALEY PUBLIC CONTRACT ACT (DEC 96) (Applies when amount exceeds \$10,000.)

52.243-1 CHANGES - FIXED PRICE (AUG 87)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (APR 84)

Applicable to purchase orders for services:

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 95) (Applies when amount exceeds \$2500.)

52.243-1 CHANGES - FIXED PRICE (AUG 87) - Alt. II

of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment.)

**52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(SERVICES) (SHORT FORM) (APR 84)**

GSA FORM 300 BACK (REV 4-00)